



EDMUNDS INC.

DATA POLLING AND LICENSE AGREEMENT

THIS DATA POLLING AND LICENSE AGREEMENT (this “Agreement”), dated as of _____, _____, made between (“Dealer”), whose information is as follows:

Business Name _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone: _____

Contact Fax: _____

Contact Email: _____

and Edmunds Inc. (“Edmunds”), is entered into in order to document the terms under which Dealer will provide certain vehicle sales data to Edmunds.

- Grant of License.** Dealer hereby grants to Edmunds a royalty-free, nonexclusive, non-transferable, perpetual license (the “License”) to use the sales data listed on Schedule B (to the extent available) from the Dealership’s franchises listed on Schedule A (as well as from any new franchises acquired by Dealer during the Term), obtained from the Dealer Management System(s) of Dealer, and any such other data fields as may be mutually agreed to by the parties (the “Data”) for the following purposes: (i) research and reference, including use as a data point, verification and adjustment of the Edmunds.com True Market Value® prices and True Cost of IncentivesSM data, and (ii) use in market analysis and the generation of other “market intelligence” data.
- Restrictions on Edmunds.** Under no circumstances will Edmunds (i) poll any data that is not on Schedule B or that includes any identifiable consumer information, (ii) use the Data in a manner that would disclose to a viewer of any Edmunds’ web site, or any other third party, the name of Dealer, or that Dealer is providing any data to Edmunds, or any specific dealer or consumer information, or (iii) sell or otherwise transfer the Data to any other person or entity.
- Polling.** Dealer agrees that Edmunds may obtain the Data during the Term, and during the Term Dealer will not take any action to prevent Edmunds’ ability to obtain the Data on a regular basis. Dealer acknowledges that Edmunds may engage the services of DMi (or such other mutually agreeable polling service) to poll and transmit to Edmunds the Data, at Edmunds’ sole cost and expense. Edmunds agrees that Dealer will not be in breach of this Agreement for any errors or omissions in the transmission of the Data to Edmunds, or for any impact on the polling company’s transmission of the Data caused by any breach by Edmunds of any agreement between Edmunds and any polling company.

4. **Term.** The term of this Agreement (the “Term”) shall commence on the date hereof and continue in effect for three months, and shall then continue thereafter unless and until terminated by either party giving not less than one month’s prior written notice to the other party.
5. **Gramm-Leach-Bliley Act (“GLBA”).** Edmunds agrees to implement and maintain physical, electronic, and procedural safeguards (“GLBA Safeguards”) as may be required by good business practice to guard all information and data relating to Dealer’s customers to which Edmunds has access to pursuant to this Agreement. Such safeguards shall, at a minimum, comply with applicable federal, state and local laws and regulations regarding GLBA Safeguards.

Edmunds shall indemnify, hold harmless and defend Dealer and its affiliates, and their respective shareholders, directors, officers, employees, and agents from and against all claims, losses, damages, causes of action, expenses, and costs, including attorneys’ fees (collectively “Losses”) arising from, caused by or related to Edmunds’ failure to implement GLBA Safeguards as required by this Agreement. This indemnity, hold harmless and defense obligation shall not apply to any Losses caused by the negligence or intentional misconduct of Dealer.

6. **Exclusion of Damages.** EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WRONGFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES OR ANY OF ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7. **Limited Warranty.** Except for the express warranties set forth in this Agreement, including all exhibits hereto, DEALER DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Each party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein.
8. **Notices.** All notices and other communications called for or contemplated by this Agreement shall be in writing and shall be deemed given to Dealer or Edmunds (i) by email (when receipt is confirmed telephonically or by email), or (ii) one business day after being sent to such party by facsimile transmission (when receipt is confirmed telephonically, by fax or by email), in each case (I) if to Edmunds, at email: dataacquisition@edmunds.com or telecopier: 310-309-6400 to the attention of the General Counsel; and (II) if to Dealer, to the email address or telecopier for Dealer set forth above (or at such other email address or telecopier number as such party may designate by notice in the such manner).
9. **Miscellaneous.** Neither this Agreement nor any provision hereof shall be interpreted in favor of or against either party because such party or its legal counsel drafted this Agreement or such provision. In addition, no prior draft of this Agreement or any provision contained in this Agreement shall be used when interpreting this Agreement or any of its provisions. This Agreement shall be construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule. This Agreement constitutes the sole and exclusive statement of the terms and conditions relating to Edmunds’s use of the Data and supersedes all prior oral and written statements of any kind whatsoever made by the parties hereto with respect to the Data. No modification or amendment of this Agreement shall be binding on the parties hereto unless agreed to in writing referring specifically to this Agreement and signed by the duly authorized representatives of the parties. The delay or failure of either party hereto to enforce any of its rights hereunder shall not act as a waiver of any such right, nor shall the waiver of any breach hereunder be deemed a waiver of any subsequent breach of that or any other provision.
10. **Authority to Sign.** The individual executing this Agreement on behalf of Dealer represents that he or she has the authority to execute and deliver this Agreement on behalf of Dealer.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative on the date first written above.

By executing this Agreement Dealer gives DMi (or such other polling company as Edmunds may designate) its consent and approval to facilitate such polling and transmission of the Data to Edmunds.

DEALER:

EDMUNDS INC.

Name of Dealer: _____

By: /s/ Michael Darrow
Michael Darrow, Executive Vice President

By: _____

Name: _____

Title: _____

**NOTE: SIGNATORY MUST HAVE THE AUTHORITY
TO EXECUTE AND DELIVER THIS AGREEMENT**

Dealer's Technical Contact:

Name: _____

Phone: _____

Email: _____

SCHEDULE A

List of Participating Franchises

SCHEDULE B

THE DATA

Priority	Field	Definition
1	AMOUNT_FINANCED ¹	In a finance transaction this is the amount of money the customer borrows to purchase the vehicle. This should not be a negative value.
1	NET_CAP_COST ¹	In a lease transaction this is the difference between the 'Cap Cost' and the 'Cap Cost Reduction'. This should not be a negative value.
1 for leases	ANNUAL_MILEAGE	The number of miles per year you are allowed to drive the leased vehicle (without additional mileage costs).
1	APR ¹	In a finance transaction this is the interest rate being charged and is used in calculating the monthly payment. (In decimal form.)
1	LEASE_FACTOR ¹	In a lease transaction, this is the interest rate being charged and is used in calculating the monthly payment. (In decimal form.) Interest rate = Money Factor x 2400.
1	DEALER_COST	The price the dealership paid for the vehicle (includes advertising fees, destination cost, preparation fees, and any additional costs to acquire the vehicle).
1	DEALER_ID	The identification number of the dealership that sold the vehicle. This should be a combination of letters and numbers. We will provide a prefix denoting source.
1	DEALER_STATE	The state the dealer is located in.
1	EXTERIOR_COLOR	The exterior color of the vehicle.
1	INVOICE	The price the dealer paid for the car.
1	LENDERNAME	The name of the company that the customer borrows money from to purchase or lease the vehicle.
1	MAKE	The make of the vehicle.
1	MANUFACTURER_REBATE	The value of any rebate that may be given on the vehicle from the manufacturer directly to the customer.
1	MILEAGE	The number of miles on the vehicle when sold.
1	MODEL	The model of the vehicle.
1	MONTHLY_PAYMENT	The amount the customer owes the lender each month for the vehicle.
1 for new	MSRP	The 'Manufacturer's Suggested Retail Price' (also called the 'sticker price') is the list price of the vehicle.
1	NEW_USED_FLAG	Indicates if a vehicle was sold as new ('N') or used ('U').

Priority	Field	Definition
1	RECEIPT_DATE	The date the vehicle was acquired by the dealership.
1	RESIDUAL	The predetermined value of a lease vehicle at the end of the lease term.
1	SALE_DATE	The date the vehicle was sold by the dealership to the customer. Must be on or after the receipt date.
1	SELLING_PRICE ¹	In a finance or cash transaction the 'Selling Price' is the negotiated price of the vehicle with all its options.
1	CAP_COST ¹	In a lease transaction the 'Capitalized Cost' is the negotiated price of the vehicle with all its options.
1	TERM	The length of time, in months, for the finance/lease agreement.
1	TRADE_ACV*	The Total Trade 'Actual Cash Value' indicates the value of the vehicle the customer traded in when purchasing the vehicle.
1	TRADE_AMOUNT*	This indicates the amount of money the dealer gave the customer for their trade-in vehicle.
1	TRANSACTION_TYPE	The method the vehicle was purchased, including cash ('C'), dealer financed ('D'), or leased ('L').
1	VIN	The Vehicle Identification Number is a unique 17-character code that uniquely identifies every vehicle manufactured.
1	YEAR	The model year the vehicle was made. Must be a 4 digit format.
1	ZIP_CODE	The zip code of the customer who purchased the vehicle. Must be of the format XXXXX or XXXXX-XXXX where X is a numeric value and not a letter or character.
2	MODEL_CODE	This code provides a link to model information of a vehicle.
2	NET_TRADE	The difference between the dealer's allowance for the trade-in vehicle and the amount the customer owes on the trade-in vehicle.
2	TRADE_MAKE*	The make of the first trade-in vehicle.
2	TRADE_MILEAGE*	The number of miles on the first trade-in vehicle.
2	TRADE_MODEL*	The model of the first trade-in vehicle.
2	TRADE_STYLE*	The style of the first trade-in vehicle.
2	TRADE_VIN*	The Vehicle Identification Number is a unique 17-character code that uniquely identifies every vehicle manufactured (this is for the first trade-in vehicle).
2	TRADE_YEAR*	The model year the first trade-in vehicle was made.
3	ASPIRATION	The method in which the vehicle's engine breathes.

Priority	Field	Definition
3	BALLOON	A large payment due at the end of a loan.
3	BODY_TYPE	The body type of the vehicle.
3	BUYRATE	The interest rate the dealership paid to purchase the vehicle.
3	CAP_REDUCTION_TAX	The tax on the Cap Reduction, which varies from state to state.
3	CASH_DOWN ¹	In a finance transaction, the 'Cash Down' is the amount of money you pay at the time of the purchase to reduce the amount that will be financed.
3	CAP_REDUCTION ¹	In a lease transaction, the 'Cap Reduction' is the sum of any cash down payment, net trade-in allowance, and rebate and other noncash credit used to reduce the gross capitalized cost.
3	CYLINDERS	The number of cylinders on the engine of the vehicle.
3	DISPLACEMENT	The displacement of the vehicle. (The total displacement is the engine's "size".)
3	DOORS	The number of doors the vehicle has.
3	DRIVE_TYPE	The number of wheels that are putting power down on the ground.
3	FUEL	The type of fuel the vehicle requires.
3	LEASE_TYPE	The type of lease agreement.
3	OPTION_INVOICE	The invoice cost of any added options.
3	OPTION_MSRP	The Options 'Manufacturer's Suggested Retail Price' represents the manufacturer's recommended selling price for the vehicle's options.
3	OPTIONAL_EQUIPMENT	A list of equipment not included in an automobile's base price that has been added onto the vehicle.
3	STYLE	The style of the vehicle.
3	TOTAL_DRIVE_OFF	The amount of money you must pay before taking delivery of a lease vehicle.
3	TOTAL_OVERALLOWANCE	The difference between the Total_Trade_ACV and the Total_Trade_Amount, which equates to the amount the dealer gave the customer for the trade-in, beyond the trade-in vehicles value.
3	TOTAL_PICKUP_PAYMENTS	This is the deferred down payment.
3	TRADE_ASPIRATION*	The method in which the first trade-in vehicle's engine breathes.
3	TRADE_BODY_TYPE*	The body type of the first trade-in vehicle.
3	TRADE_COLOR*	The exterior color of the first trade-in vehicle.
3	TRADE_CYLINDERS*	The number of cylinders on the engine of the first trade-in vehicle.
3	TRADE_DISPLACEMENT*	The displacement of the first trade-in vehicle. (The total displacement is the engine's "size".)

Priority	Field	Definition
3	TRADE_DOORS*	The number of doors the first trade-in vehicle has.
3	TRADE_DRIVE_TYPE*	The number of wheels that are putting power down on the ground for the first trade-in vehicle.
3	TRADE_FUEL*	The type of fuel the first trade-in vehicle requires.
3	TRADE_OPTIONS*	A list of equipment not included in an automobile's base price that has been added onto the first trade-in vehicle. (Optional equipment may include such items as air conditioning, automatic transmission, passenger-side air bags, or high-quality sound systems.)
3	TRADE_PAYOFF*	The amount of money the customer still owes on the trade-in vehicle.
3	TRADE_TRANSMISSION*	The type of transmission in the first trade-in vehicle, such as manual or automatic.
3	TRADE_TRIM*	The type of package on the first trade-in vehicle.
3	TRANSMISSION	The type of transmission in the vehicle, such as manual or automatic.
3	TRIM	The type of package on the vehicle.
<p>¹<i>These fields are sometimes combined into one field as SELLING_PRICE/CAP_COST, AMOUNT_FINANCED/NET_CAP_COST, APR/LEASE_FACTOR, etc.</i></p>		
<p><i>*There could be multiple trades. In those cases, please include separate columns per trade vehicle for each trade field (ones with asterisks), noted as TRADE1, TRADE2, etc.</i></p>		